



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 November 29, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
WORKMAN MILL ROAD FROM SAN JOSE CREEK TO VALLEY BOULEVARD ROADWAY  
IMPROVEMENT PROJECT  
CITY OF INDUSTRY-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF AVOCADO HEIGHTS  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### SUBJECT

This action is to approve the cooperative agreement between the City of Industry and the County of Los Angeles to provide financing and delegation of responsibilities for design, construction, and maintenance of roadway, street lighting, and landscaping improvements on Workman Mill Road from San Jose Creek to Valley Boulevard.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency, find that the project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of your Board to sign the cooperative agreement with the City of Industry to provide financing and delegation of responsibilities for design, construction, and maintenance of roadway, street lighting, and landscaping improvements on Workman Mill Road from San Jose Creek to Valley Boulevard.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for the County of Los Angeles (County) to find that Workman Mill Road from San Jose Creek to Valley Boulevard road improvement project is exempt from the California Environmental Quality Act (CEQA) and to approve the cooperative agreement with the City of Industry (City) to provide financing and delegation of responsibilities for the design, construction, and maintenance of roadway, street lighting, and landscaping improvements. The cooperative agreement provides for the City and County to finance their respective jurisdictional shares of the cost of the project and to maintain all improvements constructed as part of the project within their respective jurisdictions and for the County to perform the preliminary engineering and administer the construction contract.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving the subject roadway, residents of the City and nearby unincorporated County communities who travel on Workman Mill Road will benefit and their quality of life will be improved.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$8,609,000 with the City's share estimated to be \$689,000 and the County's share estimated to be \$7,920,000. In addition to the construction contract cost, the total project cost includes the costs of preparation of plans and specifications, consultant services, survey, materials testing, inspection, contract administration, change order contingency, and other County services.

The City-County cooperative agreement will provide for the County to perform the preliminary engineering and administer the construction of the contract, with the City and the County to finance their respective jurisdictional shares of the project costs. The necessary funds required to finance the project design and street lighting construction cost, estimated to be \$6,093,000, will be financed with \$1,085,000 from the Unincorporated County Lighting Maintenance District No.1687 Fund and \$4,200,000 from the Puente Hills Landfill Community Benefit and Education Trust Fund (Puente Hills Landfill Tipping Fees). The remaining \$808,000 for project design is included in the First Supervisorial District's Road Construction Program. This project is included in the Fiscal Year 2011-12 Road Fund, Proposition C Local Return Fund, and Unincorporated County Lighting Maintenance District No. 1687 Fund Budgets.

Sufficient funds required to finance the remaining construction cost estimated to be \$1,827,000, will be included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Construction Program Budget recommendations.

When the need arises for services under this contract, financing for the required services will be made from the appropriate fund. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board. Funds to finance the contract's future year will be requested through the annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed cooperative agreement has been approved as to form by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code.

The enclosed cooperative agreement provides for the City and County to finance their respective jurisdictional share of the project cost and for the County to perform the preliminary engineering and administer the construction contract. The actual cost will be based upon a final accounting after completion of the project.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of CEQA pursuant to Sections 15301(c) and 15304(b) of the CEQA guidelines and Class 1(x), Subsections 2, 9, 10, 13, 14, 22, and 27 and Class 4 (c) of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for resurfacing of roadway pavement; planting of parkway trees; reconstruction of existing curb, gutter, sidewalk, and driveway aprons; maintenance of existing roadway facilities; and installation of street lights in urban areas.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Improvement of the roadway pavement on Workman Mill Road is needed to enhance the quality of life for residents who travel on this street.

### **CONCLUSION**

Please return one adopted copy of this letter and the CITY ORIGINAL of the cooperative agreement to the Department of Public Works, Programs Development Division. The cooperative agreement marked COUNTY ORIGINAL is for your files.

The Honorable Board of Supervisors

11/29/2011

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E I H

WHEREAS, CITY and COUNTY propose to resurface the roadway pavement and install landscaping, an irrigation system, and new street lights on Workman Mill Road from San Jose Creek to Valley Boulevard (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Eight Million Six Hundred Nine Thousand and 00/100 Dollars (\$8,609,000.00) with CITY'S estimated share being Six Hundred Eighty-Nine Thousand and 00/100 Dollars (\$689,000.00) and COUNTY'S estimated share being Seven Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$7,920,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

77698



1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearances matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.

- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY Six Hundred Eighty-Nine Thousand and 00/100 Dollars (\$689,000.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- h. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.



3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- f. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.



- b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund difference to CITY without further action by CITY.
- c. That if CITY'S PAYMENT, as set forth in paragraph 4) b., above is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John D. Ballas  
Director of Public Works/City Engineer  
City of Industry  
15625 East Stafford Street, Suite 100  
Industry, CA 91744-3995

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e),



Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or

[illegible]

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF INDUSTRY on October 27, 2011, and by the COUNTY OF LOS ANGELES on November 29, 2011.

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By C. T. Tol  
Deputy



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
a copy of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By C. T. Tol  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Andrea Sheridan Ordin  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

34 NOV 29 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CITY OF INDUSTRY

By David J. King  
Mayor

ATTEST:

By J. Williams  
City Clerk

APPROVED AS TO FORM:

By Michael Vanden  
City Attorney